

**CONTRACT DATA SHEET**PSC Type (check one): ☒ New ☐ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: Center for Digital Storytelling
2. Address: 1803 MLK Jr. Way
3. City/ State & Zip: Berkeley, CA 94709
4. Contact Person Name & Telephone Number: Allison Myers, (510) 548-2065
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain:
7. Is account in good standing: YES
8. Federal Tax ID # (SSN if sole proprietor)

**Department Information**

9. Requesting Department: Health – Center for Health Equity
10. Contact Person Name & Telephone: Angela Hollingsworth

**Contract Information**

11. Not to exceed amount: 15,099.00
12. Are expenses reimbursed? YES
13. If yes list allowable expenses and maximum amount reimbursable:  
Round trip airfare, hotel, per diem, ground travel for 2 instructors up to \$2,800.
14. Beginning and ending date of the contract: March 2, 2009 – May 30, 2009
15. Coding: 2101 – 605 – 4126 – 411590 - 544902 *SK*
16. Scope & Purpose of the contract: The Center for Digital Storytelling will provide two staff to facilitate a five day workshop to train 8-10 participants in digital imaging/editing tools and media/curriculum design, as well as to begin to develop the skills needed to facilitate the digital storytelling process for others. Participants in the FIT will be instructed in digital story structure, story circle methodology, supporting individual writing, the 7 elements curricula, as well as receive more intensive training in the software and teaching methods. \$2,800 will be dedicated to airfare, hotel, ground transportation and per diem for 2 instructors.

**Authorizations**

*WPS* County Attorney Review - Approved as to Form:

Department Director: *[Signature]* Date: *2/19/09*

Signature certifies:

*[Signature]* Funds are available

*[Signature]* Contractor is registered and in good standing with the Revenue Commission

*[Signature]* Human Relations Commission registration requirements have been met

*Oph* Risk Management Division of Finance - Certifies Insurance requirements satisfied: *4-10-09*

**WRITTEN FINDINGS****EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # \_\_\_\_\_. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

\_\_\_\_\_ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **\*\* Mayors Approval required for emergency purchases exceeding \$10,000.**

\_\_\_\_\_ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

  X   C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

\_\_\_\_\_ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

\_\_\_\_\_ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

\_\_\_\_\_ F. The contract is for proprietary items for resale.

\_\_\_\_\_ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

\_\_\_\_\_ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

\_\_\_\_\_ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

\_\_\_\_\_ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

\_\_\_\_\_ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

\_\_\_\_\_ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

  
Requesting Department Director      Date 1/10/09

\_\_\_\_\_  
\*\*Mayor

\_\_\_\_\_  
Date

**\*\*Signature is required only for Written Finding A**

## **AGREEMENT**

**THIS PROFESSIONAL SERVICE CONTRACT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC HEALTH AND WELLNESS** herein referred to as “**METRO GOVERNMENT**”, and **LIFE ON THE WATER, INC. D/B/A CENTER FOR DIGITAL STORYTELLING (“CONSULTANT”)**, with offices located at 1803 Martin Luther King, Jr. Way, Berkeley, California 94709,

### **W I T N E S S E T H:**

**WHEREAS**, the Metro Government desires services concerning training for digital storytelling; and

**WHEREAS**, the Metro Government has determined that Consultant has the requisite experience and qualifications to provide those services; and

**WHEREAS**, pursuant to K.R.S. 45A.380, the Metro Government has determined that competition is not feasible and that this Agreement is for the services of a professional.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **I. SCOPE OF PROFESSIONAL SERVICES**

**A.** Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

**B.** If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro

Government make available its resources without the full consent and understanding of both parties.

C. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

D. The services of Consultant shall include but not be limited to the following:

1. The provision of two staff persons to facilitate a five day workshop to train 8-10 participants in digital imaging/editing tools and media/curriculum design, as well as to begin to develop the skills needed to facilitate the digital storytelling process for others.
2. Participants will be instructed in the digital storytelling structure, story circle methodology, supporting individual writing, the 7 elements curricula, and will receive training in software and teaching methods.

## **II. FEES AND COMPENSATION**

A. The Metro Government shall pay Consultant for appropriately documented services rendered in accordance with Paragraph One (I) of this Agreement. The Metro Government shall reimburse Consultant at the rate of.

The total compensation paid pursuant to this Agreement shall not exceed **FIFTEEN THOUSAND NINETY NINE DOLLARS (\$15,099.00).**

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefore shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when

payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

E. Consultant agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. Consultant agrees that original invoices that are not in Metro Government possession by this time will not be paid and Consultant agrees to waive its right to compensation for services billed under such invoices.

### **III. DURATION**

A. This Agreement shall begin March 2, 2009 and shall continue through and including May 31, 2009.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

#### **IV. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

## **V. RECORDS-AUDIT**

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

## **VI. INSURANCE REQUIREMENTS**

Insurance coverage shall be required of Consultant in accordance with Schedule A attached hereto.

## **VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to

personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

#### **VIII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

#### **IX. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.



## **X. AUTHORITY**

The Consultant, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

## **XI. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former

employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

## **XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or

supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

**XIII. OCCUPATIONAL HEALTH AND SAFETY**

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

**XIV. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**XV. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

**XVI. COUNTERPARTS**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**XVII. CALCULATION OF TIME** Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

**XVIII. CAPTIONS** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

**XIX. MISCELLANEOUS** Consultant agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Consultant agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and Consultant agrees to sign the Health Department Business Associate Agreement. Consultant further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Metro Government's Business Associate Agreement.

The Metro Government and Consultant agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701)

and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Consultant certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Government or its Department of Public Health and Wellness. Consultant agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Metro Government pertaining to conflicts of interest.

Consultant nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and Wellness without the express authorization of the Director of that Department or his designee.

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

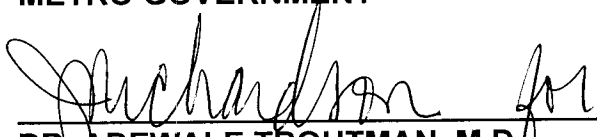
**WITNESS** the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND  
LEGALITY:**

  
**MICHAEL J. O'CONNELL**  
**JEFFERSON COUNTY ATTORNEY**

Date: 2/23/09

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

  
**DR. ADEWALE TROUTMAN, M.D.**  
**DIRECTOR, DEPARTMENT FOR PUBLIC  
HEALTH AND WELLNESS**

Date: 3/13/09

**LIFE ON THE WATER, INC. d/b/a CENTER  
FOR DIGITAL STORYTELLING**

By: 

Title: EXECUTIVE DIRECTOR

Date: 3/6/09

**Taxpayer Identification No.**  
**(TIN):** \_\_\_\_\_

**Louisville**  
**Revenue Commission Account**  
**No.:** \_\_\_\_\_

Health Department - PSC with Life on the Water Inc dba Center for Digital Storytelling 022009 - [pr]

## SCHEDULE A

### INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

#### I. INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division). The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:
  - 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
  - 1. COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
    - a. Premises - Operations Coverage
    - b. Products and Completed Operations
    - c. Contractual Liability
    - d. Broad Form Property Damage
    - e. Independent Contractors Protective Liability
    - f. Personal Injury

2. WORKERS' COMPENSATION (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - **\$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

## II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

## III. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government at least 30 days prior to the expiration of any policy(s).

- B. Certificates of Insurance as required above shall be furnished, as called for:

Louisville/Jefferson County Metro Government  
Finance Department, Risk Management Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.



**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE  
02/24/2009PRODUCER  
CAN Insurance Services  
P.O. Box 640THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Capitola CA 95010-

## INSURERS AFFORDING COVERAGE

INSURED  
Life on the Water DBA:Center  
For Digital Storytelling  
1803 Martin Luther King Jr.  
Berkeley CA 94709-

INSURER A: NonProfit Insurance Alliance of CA.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY  
REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN,  
THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.  
AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	GENERAL LIABILITY		/ /	/ /	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	2008-17707-NPO	07/01/2008	07/01/2009	MED EXP (Any one person) \$ 10,000
			/ /	/ /	PERSONAL & ADV INJURY \$ 1,000,000
			/ /	/ /	GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC		/ /	/ /	
	AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		/ /	/ /	
	<input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	
	GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	OTHER THAN EA ACC \$
			/ /	/ /	AUTO ONLY: AGG \$
	EXCESS LIABILITY		/ /	/ /	EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		/ /	/ /	AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE		/ /	/ /	\$
	RETENTION \$		/ /	/ /	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
			/ /	/ /	E.L. EACH ACCIDENT \$
			/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$
			/ /	/ /	E.L. DISEASE - POLICY LIMIT \$
	OTHER		/ /	/ /	

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and  
successors are added as Additional Insured as respects operations of the Named Insured performed relative to the  
contract. Named Insured conducting workshops on 2/2 - 2/4 & 2/16 - 2/20 from 9am - 5pm at Center for Health Equity in  
Louisville, KY. 10 days NOC for nonpayment of premium.CERTIFICATE HOLDER ☒ ADDITIONAL INSURED; INSURER LETTER: A CANCELLATIONLouisville/Jefferson County Metro Gov't  
Finance Dept, Risk Mgmt Divis.  
611 West Jefferson St  
Louisville KY 40202-SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT  
FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE  
INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25-S (7/97)

INS025S (9910).01

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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED-OWNERS, LESSEES OR  
CONTRACTORS-SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an Additional Insured as respects operations of the Named Insured performed relative to the contract.

**Louisville/Jefferson County Metro Government Finance Dept.  
Risk Management Division  
611 West Jefferson Street  
Louisville, KY 40202**

**Named Insured conducted a workshop on 2/2-2/4 and 2/16-2/20 from 9am-5pm at Center for Health Equity in Louisville, KY.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your ongoing operations performed for that insured.

## B. We Will Pay

We will pay promptly when due to those eligible under this policy the benefits required of you by the workers' compensation law.

## C. We Will Defend

We have the right and duty to defend at our expense any claim or proceeding instituted against you before the Workers' Compensation Appeals Board for benefits payable by this workers' compensation insurance. We have the right to investigate and settle these claims or proceedings.

We have no duty to defend any claim, proceeding or suit that is not covered by this workers' compensation insurance.

We have no duty to defend any claim against you for the discharge, coercion, or discrimination against any employee in violation of the law.

We may at your request defend you using our legal staff against a claim at suit and without prejudice of for same-tiers initiated before the Workers' Compensation Appeals Board.

## D. We Will Also Pay

We will also pay the costs enumerated below, in addition to other amounts payable under this workers' compensation insurance, as part of any claim or proceeding we defend before the Workers' Compensation Appeals Board:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to twice the limit of our liability under this workers' compensation insurance;
3. litigation costs for which we are responsible;
4. interest on an award as required by law; and
5. expenses we incur.

## E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. All shares will be equal until the law is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

## F. Payments You May Make

You are responsible for any payments in excess of the benefits payable by this workers' compensation insurance law including, but not limited to, those required because:

1. of your services and willful misconduct;
2. you knowingly employ an employee in violation of law;

3. you fail to comply with a health or safety law or regulation;
4. you discharge, coerce or discriminate against any employee in violation of the law;

5. of injury to an employee under the minimum age specified in the workers' compensation law and illegally employed at the time of injury;
6. of an increase in indemnity payments due to your failure to provide us with timely and proper notice required by law. We may seek reimbursement for any of these amounts paid on your behalf; or

7. of action imposed on you by the Workers' Compensation Appeals Board.

## G. Recovery From Others

We may enforce your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

## H. Statutory Provisions

These statements apply where they are required by law:

1. As between an injured worker and us, we have notice of the injury when you have notice;
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance for an injury occurring while this policy is in force;

3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance, subject to the provisions, conditions and limitations of this policy;
4. If and when you are a jurisdiction over us for purposes of the workers' compensation law, you are subject to the statutes of this policy that are not in conflict with that law;

5. Terms of this insurance that conflict with the workers' compensation insurance law in effect during the policy period are changed by this statement to conform to that law;
6. Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant;

Nothing in these paragraphs relieves you of your duties under this policy.

## PART TWO-EMPLOYER'S LIABILITY INSURANCE

### A. How This Insurance Applies

This employer's liability insurance applies to bodily injury by accident or bodily injury by disease of an employee. Bodily injury means physical mental injury, including death, arising out of and in the course of employment, direct, indirect, negligent, intentional, or otherwise, including, but not limited to, nervous system, disability or shock to the nervous system, unless caused by either a manifest physical injury or a disease with a physical manifestation or condition resulting in treatment by a licensed physician or surgeon. Accident is defined as an event that is neither expected nor intended from the standpoint of the insured.

1. The bodily injury must arise out of and in the course of the insured employee's employment by you;
2. The injured employee must be necessary or incidental to your work in California;
3. Bodily injury by accident must occur during the policy period;

4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period;
5. If you are sued, the suit and any related legal actions for damages for bodily injury by disease must be brought under the laws of the State of California.

### B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury by disease that is eligible for benefits under this policy, provided the bodily injury is covered by this employer's liability insurance.

The damages we will pay when recovery is permitted by California law include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. for care and loss of services; and
3. for the consequential bodily injury that is covered by the employer's liability insurance to a spouse, child, parent, brother or sister of the injured employee, provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. because of bodily injury to your employee that arises out of and in the course of employment claimed against you in a capacity other than as employee.

### C. Exclusions

- This insurance does not cover:
1. liability assumed under a contract;

pled. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

We will not pay for damages, including defense costs, in violation of law with your actual knowledge or the actual knowledge of any of your executive officers:

4. any obligation imposed by a workers' compensation, occupational disease, unemployment compensation or disability benefits law, the provisions of any federal law unless endorsed on this policy, or any similar law;
5. damages or bodily injury intentionally caused or aggravated by you;

6. damages or bodily injury arising out of termination of employment;

7. damages or bodily injury arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment or humiliation of, or discrimination against any employee; or from any personal practices, policies, acts or omissions; or
8. fines or penalties imposed for violation of any law.

### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this employer's liability insurance. We have the right to investigate and settle these claims, proceedings and suits. We may use counsel of our choice.

We have no duty to defend a claim, proceeding or suit that is not covered by this employer's liability insurance. We have no duty to defend or continue defending after we have paid our limit of liability under this employer's liability insurance.

### E. We Will Also Pay

We will also pay the costs enumerated below, in addition to other amounts payable under this employer's liability insurance, as part of any claim, proceeding or suit we defend before the Workers' Compensation Law:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to twice the limit of our liability under this employer's liability insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law; and
5. expenses we incur.

### F. Other Insurance

We will not pay more than our share of damages and costs covered by this employer's liability insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid.

2. the amount you owe has been determined with our consent or by actual trial and final judgment;
- This insurance does not give anyone the right to add us as a defendant in action against you to determine your liability.

### I. Actions Against Us

There will be no right of action against us under this employer's liability insurance unless:

1. you have complied with all the terms of this policy; and

2. the amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in action against you to determine your liability.

## PART THREE- COVERAGE OUTSIDE OF CALIFORNIA

This coverage is identical to Part One of this policy. It applies to your employees who are hired in California and who are eligible for benefits under this policy while they are temporarily working anywhere outside of California on a specific assignment.

## PART FOUR- YOUR DUTIES IF INJURY OCCURS

Tell us at once if an injury occurs that may be covered by this policy. Your other duties are listed here:

1. Provide for immediate medical treatment and other services required by the workers' compensation law;
2. Give us or our representative the names and addresses of the injured persons and of witnesses, and other information we may need as required by California Workers' Compensation Law;
3. Promptly give us all notices, demands and legal papers related to the injury claim, proceeding or suit;
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit;
5. Do nothing after an injury occurs that would interfere with our right to recover from others;
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## PART FIVE- PREMIUM

### A. Amount

At premium for this policy will be determined by our method of rates, rates, rating plans and classification. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this workers' compensation insurance.

### B. Classifications

The Declaration show the rate and premium bases for certain business or work classifications. These classifications would have during the policy period. If your actual exposures are not properly described by these classifications, we will assign proper classifications, rates and premium based on endorsement to this policy. You are responsible for telling us at once of any change in classification.

### C. Premium Calculation

Premium for each work classification is determined by multiplying a rate times a premium base. Reinsurance is the most common premium base. The premium base includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your employees eligible for benefits under this policy while engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One of this policy. If you do not have payroll record for these persons, the contract price for their services and materials may be used as the premium base. This paragraph will not apply if you give us proof that the employees of these persons lawfully secured their workers' compensation obligations.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-01-2009

GROUP:  
POLICY NUMBER: 1367609-2008  
CERTIFICATE ID: 4  
CERTIFICATE EXPIRES: 07-01-2009  
07-01-2008/07-01-2009

CENTER FOR HEALTH EQUITY  
611 W JEFFERSON ST  
LOUISVILLE KY 40202-2743

NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
AUTHORIZED REPRESENTATIVE  
PRESIDENT

IF AN EMPLOYEE WHO WAS HIRED OR IS REGULARLY EMPLOYED IN CALIFORNIA RECEIVES PERSONAL INJURY BY ACCIDENT ARISING OUT OF AND IN THE COURSE OF SUCH EMPLOYMENT OUTSIDE OF CALIFORNIA, HE/SHE, OR HIS/HER DEPENDENTS, IN THE CASE OF DEATH, SHALL BE ENTITLED TO COMPENSATION ACCORDING TO THE LAWS OF CALIFORNIA (CALIFORNIA LABOR CODE 3600.5). THE STATE COMPENSATION INSURANCE FUND OF CALIFORNIA DOES NOT PURPORT TO PROVIDE INSURANCE UNDER THE LAWS OF ANY STATE OTHER THAN THE STATE OF CALIFORNIA.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

LIFE ON THE WATER A NON-PROFIT CORPORATION  
1803 MARTIN LUTHER KING JR WAY  
BERKELEY CA 94709

[JRL,CN]



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

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AUTHORIZED REPRESENTATIVE  
PRESIDENT

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EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

LIFE ON THE WATER A NON-PROFIT CORPORATION  
1803 MARTIN LUTHER KING JR WAY  
BERKELEY CA 94709

[JRL,CN]



IN REPLY REFER TO:  
Policy Number 1367609-2008  
Date April 1, 2009

LIFE ON THE WATER A NON-PROFIT CORPORATION  
1803 MARTIN LUTHER KING JR WAY  
BERKELEY CA 94709

Dear Policyholder

**RE: Work or Travel Outside California**

Enclosed is your copy of our certificate of insurance for work or travel outside California.

You may be subject to the workers' compensation laws of the state where your employee will be working. The State Compensation Insurance Fund only writes worker's compensation insurance under the laws of California. Therefore, you may be viewed as uninsured in another state. To avoid a situation which may include fines and/or penalties, we recommend that you contact the Department of Insurance in the state your employees will be working in to determine workers' compensation requirements. You may need to purchase a separate policy.

If injured while working outside of California, your employee is entitled to make a claim for benefits where the injury occurred. If the claim is held to be valid by the presiding tribunal of that state, our policy contract will not be considered a valid means of meeting your insurance obligations under the laws of the state. And if benefits are awarded the injured worker by the presiding tribunal, payment by us will be governed by the terms and conditions of the State Fund policy contract.

The State Fund policy contract provides you with worker's compensation insurance protection for claims held to be valid under the Workers' Compensation Laws of California, subject to the terms and conditions of the policy, regardless of where the injury may occur. PART THREE -- COVERAGE OUTSIDE OF CALIFORNIA of the State Fund policy contract describes under what circumstances the fund provides out-of-state coverage.

The State Fund Policy does not cover employees hired outside California.

District Office Representative

RE: Out of State Exposure Notice  
Policy Number: 1367609-2008

Dear Policyholder:

You have indicated that your employees may be working temporarily outside California and therefore you may be subject to the workers' compensation laws of the state where your employee is temporarily working.

The State Fund policy contract provides you with worker's compensation insurance protection for claims held to be valid under California's Worker's Compensation Laws subject to your policy's terms and conditions, regardless of where the injury may occur. PART THREE: COVERAGE OUTSIDE OF CALIFORNIA of the policy contract describes under what circumstances the Fund is legally allowed to provide out-of-state coverage.

The State Compensation Insurance Fund writes worker's compensation insurance under the laws of California only. You may be viewed as uninsured in another state where you have employees working. To avoid a situation that may include fines and/or penalties, we recommend you contact the Department of Insurance in the state in which your employee is working to determine their workers' compensation requirements. You may need to purchase a separate policy.

If injured while working temporarily outside California, your employee is entitled to make a claim for benefits where the injury occurred. If the claim is held to be valid by the presiding tribunal of that state, our policy contract may not be considered a valid means of meeting your insurance obligations under the laws of that state. And if benefits are awarded to the injured worker by that presiding tribunal, payment by us will be governed by the terms and conditions of the State Fund policy contract.

The State Fund policy does not cover employees hired outside California.

The State Fund policy neither applies to the laws of another state nor satisfies that state's statutory requirements for workers' compensation.

I have read and have understood the above notice.

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Employer's Signature

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Title

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Date